

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 92-661-E - ORDER NO. 93-443 *Jc*
MAY 14, 1993

IN RE: Frances Jones,)	ORDER ON COMPLAINT
)	
Complainant,)	
)	
)	
v.)	
)	
South Carolina Electric &)	
Gas Company,)	
)	
Respondent.)	
)	

By letter dated December 11, 1992, Frances Jones (Ms. Jones) filed a request for hearing before the Public Service Commission of South Carolina (the Commission) concerning her complaint against South Carolina Electric & Gas Company (SCE&G or the Company) in regards to a billing dispute. The Commission decreed that a hearing should be held to consider this matter.

On May 4, 1993, a hearing was held before the Commission with the Honorable Henry G. Yonce presiding. Frances Jones appeared pro se, and presented the testimony of herself, and her daughter, Michelle Jones. The Respondent, SCE&G was represented by Belton T. Zeigler, Esquire, and Henry White, Esquire. SCE&G presented the testimony of Bonnie D. Dawson, Assistant Manager of Customer

Service for the Columbia metropolitan area of SCE&G. The Commission Staff was represented by F. David Butler, General Counsel.

According to the testimony rendered, the cause of the dispute giving rise to the customer complaint dates generally from the Spring of 1992.

In March and April 1992, Ms. Jones' gas meter was misread. The error was not caught until the meter was read on April 21, 1992. The customer apparently never received the April bill that inaccurately listed charges of \$530.91. She apparently received the correctly adjusted April bill based on true meter readings. However, the Deferred Payment Plan bill for May picked up the \$530.91 from the original April bill. This bill, however, also apparently indicated a credit for \$217.84, which was the total of the adjustments for the incorrect readings for March and April. According to SCE&G, the amount due was the same, whether the bill showed the incorrect amount less the adjustments for March and April, or if the bill showed the corrected amount less a \$70.00 payment made on April 24, 1992.

SCE&G takes the position that the Company made all the proper corrections and adjustments, and was not billing Jones unfairly, nor inappropriately. However, according to Ms. Jones testimony, she questioned the billing of the account, and was unsatisfied with the explanation given by the Company. Ultimately, lengthy discussions led to SCE&G representatives asking Ms. Jones what she thought she owed the Company. Apparently, she concluded that she

owed \$17.88, although the Company took the position that at the time, Ms. Jones owed \$801.48 for total usage, arrearages, and late payment charges. The Company agreed to accept Ms. Jones offer to pay \$17.88 and start her continuing account with a zero balance, which according to the Company, meant that it was granting her a credit of \$783.60. However, Ms. Jones declined to commit herself to this proposal offered by the Company.

Subsequently, the Company disconnected her electric service on November 20, 1992. After many discussions, on December 10, 1992, the Company made a decision to disconnect Ms. Jones gas service. Ms. Jones requested a hearing before this Commission on December 11, 1992. As a consequence, on December 22, 1992, this Commission directed the Company to reconnect Ms. Jones' electric service only. This directive also instructed the Company to levy no new deposit at the time of reconnection, but to require that Ms. Jones keep her current account fully paid in order to retain service. The Company complied with the directive. Since that time many discussions were held between the Company and Ms. Jones, and Ms. Jones, as of the date of the hearing, owes the Company the sum of \$167.60 for electric service since December 22, 1992. It should be noted that for the times prior to December 22, 1992, the Company finally credited Ms. Jones deposit against the \$801.48 that the Company said she owed, leaving a write-off of \$463.07 prior to December 22, 1992.

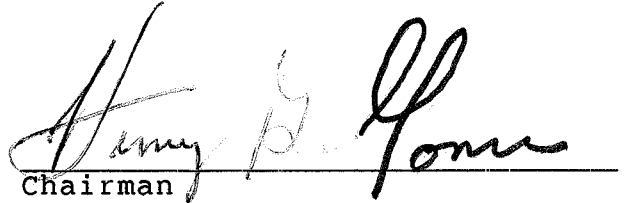
It appears to this Commission that much confusion followed the incorrect gas meter readings of March and April of 1992. This

confusion led to many disputes with the Company to the point that what is truly owed to the Company for times prior to December 22, 1992 is not clear. For this reason, the Commission believes that Frances Jones should pay the Company \$17.00 toward the amounts owed prior to December 22, 1992, as approximates the Company's original offer to her. Further, however, in connection with this, this Commission believes that the Company should restore Ms. Jones deposit originally held by the Company and credited towards the original write-off of \$801.48. All other amounts allegedly owed by Ms. Jones prior to December 22, 1992 shall be forgiven. For those times subsequent to December 22, 1992, however, the Commission believes that, according to its earlier directive, Ms. Jones should keep her account current. Therefore, the Commission believes that Ms. Jones should pay the billed amount as of the date of the hearing of \$167.60 for electric service, and for any subsequent charges to December 22, 1992, assessed by the Company. Further, this Commission urges Ms. Jones to keep her account current with SCE&G, and when and if problems arise, to attempt to straighten the matters out with SCE&G personnel. This Order shall

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remain in full force and effect until further Order of the
Commission.

BY ORDER OF THE COMMISSION:


Chairman

ATTEST:


Executive Director

(SEAL)